

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
CHAPTER 13 PLAN

In Re:
KIMBERLY L. HALL

Case No.:
Chapter 13

Debtor.

_____ /

CHAPTER 13 PLAN

1. MONTHLY PLAN PAYMENTS: Including Trustees fee of 10% and beginning thirty (30) days from filing/conversion date. Debtors to pay to the Trustee for the period of 60 months. In the event the Trustee does not collect the full 10%, any portion not collected will be paid to unsecured creditors pro-rata under the plan:

A. \$550.00 for months 1 to 60;

in order to pay the following creditors:

2. ADMINISTRATIVE ATTORNEY FEE: \$3,500.00. TOTAL PAID \$2,500.00

Balance Due \$1,000.00 Payable Through Plan \$83.33 Monthly (for 12 months)

3. PRIORITY CLAIMS: [as defined in 11 U.S.C. §507]

Name of Creditor

Total Claim

NONE

TRUSTEE FEES: Trustee shall receive a fee from each payment received, the percentage of which is fixed periodically by the United States Trustee.

SECURED CLAIMS:

Pre-Confirmation Adequate Protection Payments: No later than 30 days after the date of the filing of this Plan or the Order for Relief, whichever is earlier, the Debtors shall make the following adequate protection payments to creditors pursuant to §1326(a)(1)(C). If the Debtors make such adequate protection payments on allowed claims to the Trustee pending confirmation of the Plan, the creditor shall have an administrative lien on such payment(s), subject to objection.

Name of Creditor	Collateral	Adequate Protection Payment in Plan
NONE		

(A) Claims Secured by Real Property Which Debtor(s) Intends to Retain / Mortgage Payments Paid Through the Plan: Debtors will pay, in addition to all other sums due under the proposed Plan, all regular monthly post-petition mortgage payments to the Trustee as part of the Plan. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the post-petition mortgage payments on the following mortgage claims:

Name of Creditor	Security	Collateral	Estimated Payment
NONE			

(B) Claims Secured by Real Property Which Debtors Intend to Retain / Arrearages Paid Through the Plan: In addition to the provisions in Paragraph A above requiring all post-petition mortgage payments to be paid to the Trustee as part of the Plan, the Trustee shall pay the pre-petition arrearages on the following mortgage claims:

Name of Creditor	Security	Collateral	Arrearage
NONE			

(C) Claims Secured by Personal Property to which §506 Valuation is NOT Applicable Secured Balances: Upon confirmation of the Plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

Creditor	Collateral	Ad. Prot. Pmt.	Sec. Balance	Interest @ __%
NONE				

(D) Claims Secured by Personal property to Which §506 Valuation is Applicable:

Creditor	Collateral	Ad. Prot. Pmt. In Plan	Value	Interest @ __%
NONE				

(E) Claims secured by Personal Property: Regular Adequate Protection Payments and any Arrearages Paid in Plan:

Name of Creditor	Collateral	Ad. Prot. Pmt in Plan	Arrearages
<u>NONE</u>			

(F) Secured Claims/Lease Claims Paid Direct by the Debtors: The following secured claims/lease claims are to be paid directly to creditor or lessor by the Debtors outside the Plan. The automatic stay is terminated *in rem* as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate any codebtor stay or abrogate the Debtors' state law contract rights. The Plan must provide for the assumption of lease claims in the Lease/Executory Contracts section below.

Name of Creditor	Collateral
<u>Ford Credit</u>	<u>2011 Ford Fiesta</u>

(G) Surrender of Collateral/Lease Property: Debtors will surrender the following collateral/leased property no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. The automatic stay is terminated *in rem* as to these creditors/lessors upon the filing of this Plan. Nothing herein is intended to lift any applicable codebtor stay or to abrogate Debtors' state law contract rights. The Plan must provide for the rejection of lease claims in the Lease/Executory Contract section below.

Name of Creditor	Collateral to be Surrendered
<u>CHASE BANK</u>	<u>809 E. Lambright Avenue, Tampa, Florida 33604</u>

SECURED – LIENS TO BE AVOIDED/STRIPPED:

Name of Creditor	Collateral	Estimated Amount
<u>NONE</u>		

LEASES/EXECUTORY CONTRACTS:

Name of Creditor	Property	Assume/Reject-Surrender	Estimated Arrears
<u>NONE</u>			
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UNSECURED CREDITORS: Unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid pursuant to the provision of a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors is **\$30,020.00**.

OTHER PROVISIONS:

1. Secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims.
2. Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as may be allowed by a specific Order of the Bankruptcy Court.
3. Property of the estate shall not vest in Debtors until the earlier of Debtors' discharge or dismissal of this case, unless the Court orders otherwise.
4. The amounts listed for claims in this Plan are based upon Debtors' best estimate and belief. The Trustee shall only make payment to creditors with filed and allowed proof of claims. An allowed proof of claim will be controlling, unless the court orders otherwise.
5. Case Specific Provision: NONE

/s/ Kimberly L. Hall
Kimberly L. Hall

7/29/2011
Dated